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Counsel for Plaintiffs, Trustees of the Southern California
IBEW-NECA Pension Plan, et al.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TRUSTEES OF THE SOUTHERN
CALIFORNIA IBEW-NECA PENSION
PLAN, TRUSTEES OF THE SOUTHERN
CALIFORNIA IBEW-NECA DEFINED
CONTRIBUTION TRUST FUND, TRUSTEES
OF THE SOUTHERN CALIFORNIA IBEW-
NECA HEALTH TRUST FUND, TRUSTEES
OF THE SOUTHERN CALIFORNIA IBEW-
NECA SUPPLEMENTAL UNEMPLOYMENT
BENEFIT TRUST FUND, TRUSTEES OF
THE LOS ANGELES COUNTY
ELECTRICAL EDUCATIONAL AND
TRAINING TRUST FUND, TRUSTEES OF
THE NATIONAL ELECTRICAL BENEFIT
FUND, TRUSTEES OF THE SOUTHERN
CALIFORNIA IBEW-NECA LABOR-
MANAGEMENT COOPERATION
COMMITTEE, TRUSTEES OF THE
NATIONAL NECA-IBEW LABOR-
MANAGEMENT COOPERATION
COMMITTEE TRUST FUND, CONTRACT
COMPLIANCE FUND, LOS ANGELES
ELECTRICAL WORKERS CREDIT UNION,
and SOUTHERN CALIFORNIA IBEW-NECA
ADMINISTRATIVE CORPORATION,

Plaintiffs,
vs.

CALIFORNIA STREET LIGHTING, a
California corporation,

Defendant.

CASE NO.: 5:23-cv-2012

COMPLAINT FOR:

- 1. BREACH OF WRITTEN
COLLECTIVE
BARGAINING
AGREEMENTS AND
RELATED TRUST
AGREEMENTS; and**
- 2. VIOLATION OF § 515
OF ERISA [29 U.S.C.
§1132(e)(1)].**

1 Plaintiffs, Trustees of the Southern California IBEW-NECA Pension Plan,
2 Trustees of the Southern California IBEW-NECA Defined Contribution Trust Fund,
3 Trustees of the Southern California IBEW-NECA Health Trust Fund, Trustees of the
4 Southern California IBEW-NECA Supplemental Unemployment Benefit Trust Fund,
5 Trustees of the Los Angeles Educational and Training Trust Fund, Trustees of the
6 National Electrical Benefit Fund, Trustees of the Southern California IBEW-NECA
7 Labor-Management Cooperation Committee, Trustees of the National IBEW-NECA
8 Labor-Management Cooperation Committee Trust Fund, Contract Compliance Fund,
9 Los Angeles Electrical Workers Credit Union, and Southern California IBEW-NECA
10 Administrative Corporation complain and allege as follows:

11 **JURISDICTION AND VENUE**

12 1. This Court has jurisdiction of this case pursuant to Section 502(e)(1) of
13 the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) [29
14 U.S.C. §1132(e)(1)], which grants the United States District Courts jurisdiction over
15 civil actions brought by a fiduciary pursuant to Section 502(a)(3) of ERISA [29
16 U.S.C. §1132(a)(3)] to redress violations or enforce the terms of ERISA or an
17 employee benefit plan governed by ERISA. Such jurisdiction exists without respect
18 to the amount in controversy or the citizenship of the parties, as provided in Section
19 502(f) of ERISA [29 U.S.C. §1132(f)].

20 2. This Court also has jurisdiction of this case pursuant to Section 301(a) of
21 the Labor Management Relations Act of 1947, as amended (“LMRA”) [29 U.S.C.
22 §185(a)], which grants the United States original jurisdiction over suits for violation
23 of contracts between an employer and a labor organization in an industry affecting
24 commerce, without respect to the amount in controversy and the citizenship of the
25 parties.

26 3. Venue is proper in this Court pursuant to Section 502(e)(2) of ERISA [29
27 U.S.C. §1132(e)(2)], and Section 301(a) of the LMRA [29 U.S.C. §185(a)], in that
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1 this is the district in which the Plaintiffs' trust funds are administered, in which the
2 relevant acts took place, and in which moneys are due and payable.

3 4. To the extent this Complaint sets forth any state law claims, this Court
4 has supplemental jurisdiction over those claims pursuant to 28 U.S.C. §1367(a).

5 **PARTIES**

6 5. Plaintiffs, Trustees of the Southern California IBEW-NECA Pension
7 Plan, Trustees of the Southern California IBEW-NECA Defined Contribution Trust
8 Fund, Trustees of the Southern California IBEW-NECA Health Trust Fund, Trustees
9 of the Southern California IBEW-NECA Supplemental Unemployment Benefit Trust
10 Fund, Trustees of the Los Angeles County Electrical Educational and Training Trust
11 Fund, Trustees of the National Electrical Benefit Fund ("NEBF"), Trustees of the
12 Southern California IBEW-NECA Labor-Management Cooperation Committee ("So.
13 Cal. LMCC"), and Trustees of the National NECA-IBEW Labor-Management
14 Cooperation Committee Trust Fund ("National LMCC") are the Trustees of express
15 trusts ("Trusts") created pursuant to written Declarations of Trust ("Trust
16 Agreements"). Except for the NEBF and National LMCC, the Trust Agreements are
17 between various chapters of the International Brotherhood of Electrical Workers
18 ("IBEW"), including Local No. 11 ("Local 11"), and various chapters, including the
19 Los Angeles County chapter, of the National Electrical Contractors Association
20 ("NECA"), an employer association in the electrical industry in Southern California.
21 For the NEBF and the National LMCC, the Trust Agreements are between the
22 National Union of IBEW and the National NECA. The Trusts are now, and were at
23 all times material to this action, Labor-Management multiemployer trusts created and
24 maintained pursuant to §302(c)(5) of the LMRA, 29 U.S.C. §186(c)(5), except for the
25 So. Cal. LMCC and the National LMCC, which are Trusts created and maintained
26 pursuant to the Labor-Management Relations Act of 1947, as amended, and the
27 Labor-Management Cooperation Act of 1975. Plaintiffs, as Trustees of the express
28 Trusts (except for the Trustees of the So. Cal. LMCC and the National LMCC), are

1 “fiduciar[ies]” with respect to the Trusts as defined in Section 3(21)(A) of ERISA [29
2 U.S.C. §1002(21)(A)]. The Trusts are administered by the Trustees of the Trusts in
3 Los Angeles County. Plaintiff, Los Angeles Electrical Workers Credit Union is a
4 state chartered credit union that collects employee authorized vacation payments
5 pursuant to collective bargaining agreements entered into by Local 11 of the IBEW.
6 Plaintiff, the Contract Compliance Fund is administered by NECA and collects
7 industry advancement funds pursuant to various collective bargaining agreements
8 entered into by various local unions of the IBEW and various chapters of NECA.
9 Plaintiff, Southern California IBEW-NECA Administrative Corporation, collects and
10 administers fringe benefit contributions and related amounts, including working dues
11 owed to Local 11, pursuant to various collective bargaining agreements covering
12 Southern California. Collectively, all Plaintiffs are referred to herein as the
13 “Plaintiffs.”

14 6. Plaintiffs are informed and believe, and thereon allege, that at all times
15 material herein defendant, California Street Lighting (“Defendant”), is a California
16 corporation with its principal place of business located in Ontario, California.

17 **BARGAINING AGREEMENTS AND STATUS OF PARTIES**

18 7. Plaintiffs are informed and believe, and thereon allege, that on or about
19 May 1, 2020, Defendant executed and delivered to Local 11 a written Letter of Assent
20 whereby Defendant agreed to be bound by the terms of a collective bargaining
21 agreement known as the Inside Wiremen’s Agreement between the Los Angeles
22 County Chapter of NECA and Local 11 (“IW Agreement”).

23 8. Plaintiffs are informed and believe, and thereon allege, that on or about
24 May 1, 2020, Defendant executed and delivered to Local 11 a Letter of Assent
25 agreeing to be bound by the terms and conditions of a collective bargaining agreement
26 between the various local unions of the IBEW, including Local 11, and various
27 chapters of NECA, including the Los Angeles County Chapter, known as the Southern
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1 California 9th District Market Advancement Memorandum of Understanding (“Market
2 MOU”).

3 9. Plaintiffs are informed and believe, and thereon allege, that on or about
4 May 1, 2020, Defendant executed and delivered to Local 11 a Letter of Assent
5 agreeing to be bound by the terms and conditions of a collective bargaining agreement
6 between the Local 11 and the Los Angeles County of NECA known as the Intelligent
7 Transportation Agreement (“ITS Agreement”).

8 10. The IW Agreement, Market MOU, and ITS Agreement shall be referred
9 to herein collectively as the “Master Agreements.”

10 11. Plaintiffs are informed and believe, and thereon allege, that on or after
11 May 1, 2020, Defendant began performing work covered by the Master Agreements.

12 12. Plaintiffs are informed and believe, and thereon allege, that the terms and
13 provisions of the Trust Agreements are incorporated by reference into the Master
14 Agreements, and/or that Defendant is otherwise bound to the Trust Agreements.

15 13. Plaintiffs are informed and believe, and thereon allege, that Defendant is
16 an “*employer*” as that term is defined in the Master Agreements and/or related Trust
17 Agreements.

18 14. Plaintiffs are informed and believe, and thereon allege, that Defendant is
19 an “*employer*” as defined and used in Section 3(5) of ERISA [29 U.S.C. §1002(5)],
20 and, therefore, Defendant is “*obligated to make contributions to a multiemployer*
21 *plan*” within the meaning of Section 515 of ERISA [29 U.S.C. §1145]. Plaintiffs are
22 informed and believe, and thereon allege, that Defendant is also an “*employer*”
23 engaged in “*commerce*” in an “*industry affecting commerce*,” as those terms are
24 defined and used in Sections 501(1) and 501(3) of the LMRA [29 U.S.C. §§ 142(1)
25 and 142(3)], and within the meaning and use of Section 301(a) of the LMRA [29
26 U.S.C. §185(a)].

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FIRST CLAIM FOR RELIEF

***Breach of Written Collective Bargaining Agreements and
Related Trust Agreements by all Plaintiffs against Defendant***

15. Plaintiffs hereby refer to, and incorporate herein by reference, paragraphs 1 through 14, above.

16. Plaintiffs are informed and believe, and thereon allege, that by the terms and provisions of the Master Agreements and/or related Trust Agreements, and at all times material herein, Defendant agreed, and is and was obligated, to the following:

16.1. Report to the Plaintiffs fringe benefit contributions and other amounts due regarding its employees covered by the terms of the Master Agreements and related Trust Agreements.

16.2. Make payments to the Plaintiffs at the appropriate hourly rates for all employees covered by the terms of the Master Agreements and related Trust Agreements.

16.3. Prepare and submit completed contribution reporting forms to the Plaintiffs, on a monthly basis, which provide the information needed in order to accurately assess the amount of contributions and other amounts due and payable by Defendant to Plaintiffs (“Monthly Reports”).

16.4. Prepare and submit completed Monthly Reports, along with the appropriate payments, to the Plaintiffs on or before the 15th date of the calendar month following the month in which the contributions and other amounts accrued (or such later date as the Plaintiffs provide). If the Plaintiffs do not receive reports and remittances by that date, Defendant shall be deemed delinquent.

16.5. Permit the Plaintiffs and their agents to conduct audits of payroll and related records in order to determine if fringe benefit contributions and other amounts have been properly paid pursuant to the Master Agreements and related Trust Agreements.

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1 17. Plaintiffs are informed and believe, and thereon allege, that Defendant
2 submitted Monthly Reports to Plaintiffs reflecting work performed by Defendant's
3 employees during the months of October 2022 through December 2022, February
4 2023 through April 2023, and June 2023 covered by the IW Agreement. In the
5 Monthly Reports, Defendant admitted that it owed Plaintiffs fringe benefit
6 contributions and other amounts totaling at least \$32,603.48. However, Defendant
7 failed to pay to Plaintiffs any of the amounts due. Failure to pay this amount to
8 Plaintiffs is a breach of the Master Agreement and Trust Agreements, and a violation
9 of Section 515 of ERISA [29 U.S.C. § 1145]. The amount of the contributions and
10 other amounts owed will be established by proof at the trial herein.

11 18. Pursuant to the Master Agreements, and in particular, the IW Agreement,
12 Defendant was permitted to designate an individual as a designated working member
13 ("DWM"). Fringe benefit contributions are due for a DWM at the minimum rate of
14 153 hours per month, no matter the number of hours actually worked by that DWM in
15 a month. Monthly Reports and fringe benefit contributions for DWM hours are due at
16 the same time as the regular (non-DWM) Monthly Reports. Defendant designated
17 Abel Munoz Aguila ("Ms. Aguila") as a DWM in effective June 21, 2021.

18 19. However, Defendant failed to submit any Monthly Reports under the IW
19 Agreement for the months of January 2023, May 2023, and July 2023. Based on
20 Defendant's obligation to pay fringe benefit contributions each month for Ms. Aguila
21 as a DWM at the minimum rate of 153 hours per month, Defendant owes the Trustees
22 fringe benefit contributions of at least \$15,289.16 under the IW Agreement for the
23 work months of January 2023, May 2023, and July 2023.

24 20. Plaintiffs are informed and believe, and thereon allege, that Defendant
25 has failed to submit to Plaintiffs Monthly Reports and related fringe benefit
26 contributions pursuant to the ITS Agreement and Market MOU for work performed by
27 Defendant during the month of July 2023. The amount of the additional unpaid
28 contributions and other amounts owed will be established by proof at the trial herein.

1 21. Plaintiffs are informed and believe, and thereon allege, that on an
2 ongoing basis, Defendant has and will continue to fail to submit to Plaintiffs Monthly
3 Reports and required fringe benefit contributions and other amounts owed under the
4 Master Agreements for the work months of July 2023 forward. The amount of the
5 additional unpaid contributions and other amounts owed will be established by proof
6 at the trial herein.

7 22. Defendant's failure to submit or to timely submit monthly reports and
8 payment of fringe benefit contributions and related amounts owed to the Trusts
9 represents a breach of the Master Agreements and related Trust Agreements, as well
10 as a violation of federal law.

11 23. As of the date of filing this Complaint, Defendant is "*delinquent*," as that
12 term is used in the Master Agreements and/or related Trust Agreements.

13 24. Pursuant to the Master Agreements, related Trust Agreements, and/or
14 §502(g)(2) of ERISA [29 U.S.C. §1132(g)(2)], Defendant is obligated to pay to
15 Plaintiffs liquidated damages for the detriment caused by the failure of Defendant to
16 pay fringe benefit contributions and other amounts owed to Plaintiffs in a timely
17 manner. Pursuant to the written Southern California IBEW-NECA Joint Collection
18 Committee Collection Policy and Procedures ("Joint Collection Policy") promulgated
19 by the Plaintiff Trustees pursuant to the authority granted to them by the Master
20 Agreements and Trust Agreements, those liquidated damages are assessed at 1.5% for
21 each 30 days that the contributions are delinquent up to a maximum of 18%.
22 However, if a lawsuit is filed to collect the contributions, the Joint Collection Policy
23 provides for liquidated damages assessed at twenty percent (20%) of the unpaid or late
24 paid contributions. Plaintiffs are informed and believe, and thereon allege, that there
25 is due and payable from the Defendant to Plaintiffs liquidated damages related to
26 work performed from October 2022 through July 2023, and on an ongoing basis
27 thereafter, in an amount that will be established by proof at trial herein.
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1 25. Plaintiffs are informed and believe, and thereon allege, that Defendant
2 has failed to pay certain additional amounts of liquidated damages in amounts not
3 presently known to Plaintiffs, and these additional amounts will be established by
4 proof at the trial herein.

5 26. Pursuant to the Master Agreements, related Trust Agreements, Joint
6 Collection Policy and/or §502(g)(2) of ERISA [29 U.S.C. §1132(g)(2)], Defendant
7 owes the Plaintiffs interest accruing at 8% per annum on all unpaid or late paid fringe
8 benefit contributions and related amounts from the dates the sums were originally due
9 to Plaintiffs to the date of judgment and post-judgment. Plaintiffs are informed and
10 believe, and thereon allege, that there is due and payable from the Defendant to
11 Plaintiffs interest related to work performed from October 2022 through July 2023,
12 and on an ongoing basis thereafter, in an amount that will be established by proof at
13 trial herein.

14 27. By the Master Agreements, Trust Agreements and/or Section 502(g)(2)
15 of ERISA [29 U.S.C. §1132(g)(2)], Defendant is obligated to pay all legal and
16 auditing costs in connection with any delinquency, whether incurred before or after
17 litigation is or was commenced.

18 28. It has been necessary for Plaintiffs to engage legal counsel for the
19 purpose of collecting said contributions and other amounts, and Plaintiffs are entitled
20 to their reasonable attorneys' fees in connection therewith. The exact amount of the
21 legal fees due and payable has not been ascertained at this time. It may also be
22 necessary for Plaintiffs to incur audit costs for the purpose of collecting the amounts
23 owed by Defendant. The exact amount of said audit costs has not been ascertained at
24 this time. These amounts shall be established by proof at trial.

25 29. Pursuant to §502(g)(2) of ERISA [29 U.S.C. §1132(g)(2)], the Court may
26 grant such other legal or equitable relief as the Court deems appropriate. As part of
27 Plaintiffs' judgment, Plaintiffs request the Court to:
28

1 29.1. Order Defendant, its representatives, agents and associates, to
2 provide a full and complete accounting for, and tracing the use of, all unpaid amounts
3 owed pursuant to the Master Agreements and Trust Agreements, and identify all
4 property, real or personal, tangible or intangible, that are the profits from the unpaid
5 amounts, whether in whole or in part, of the use of any sums owed to Plaintiffs;

6 29.2. Order Defendant, its representatives, agents and associates, to post
7 and deliver either a good faith deposit, or a performance bond issued in favor of
8 Plaintiffs, in an amount determined by the Court to be appropriate;

9 29.3. Order the creation of a constructive trust for the full amount
10 determined to be due Plaintiffs on all applicable property of Defendant, and order the
11 transfer of the applicable property to Plaintiffs; and

12 29.4. Order Defendant, its representatives, agents and associates, to pay
13 to Plaintiffs all amounts due Plaintiffs, including, but not limited to, the unpaid
14 contributions, benefits, withholdings, damages, legal fees, audit fees and other
15 expenses and damages incurred.

16 30. Plaintiffs are also seeking injunctive relief including, but not limited to, a
17 temporary restraining order, preliminary injunction and/or permanent injunction:

18 30.1. Ordering Defendant to submit the required Monthly Reports and
19 remit the appropriate fringe benefit contributions and other amounts owed to Plaintiffs
20 on an ongoing basis;

21 30.2. Enjoining Defendant from continuing to violate its duties under
22 ERISA (by failing to remit the appropriate fringe benefit contributions and other
23 amounts owed to Plaintiffs on an ongoing basis);

24 30.3. Enjoining Defendant from employing employees covered under
25 the Master Agreements and related Trust Agreements without properly reporting and
26 remitting to Plaintiffs the amounts owed to Plaintiffs pursuant to those agreements;
27 and
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1 30.4. Ordering Defendant to permit Plaintiffs’ auditor access to the wage
2 and payroll books and records of Defendant in order to permit Plaintiffs to verify the
3 precise amounts owed by Defendant to Plaintiffs.

4 **SECOND CLAIM FOR RELIEF**

5 ***Violation of §515 of ERISA [29 U.S.C. §1145]***

6 ***By All Plaintiffs Against Defendant***

7 31. Plaintiffs hereby refer to, and incorporate herein by reference, paragraphs
8 1 through 30, inclusive of sub-paragraphs, above.

9 32. §515 of ERISA [29 U.S.C. §1145], provides “[e]very employer who is
10 obligated to make contributions to a multiemployer plan under the terms of the plan
11 or under the terms of a collectively bargained agreement shall, to the extent not
12 inconsistent with law, make such contributions in accordance with the terms and
13 conditions of such plan or such agreement.”

14 33. Defendant is an “employer” as defined and used in §3(5) of ERISA [29
15 U.S.C. §1002(5)], and is “obligated to make contributions to a multiemployer plan”
16 within the meaning and use of §515 of ERISA [29 U.S.C. §1145].

17 34. Plaintiffs are informed and believe, and thereon allege, that Defendant
18 violated its statutorily mandated obligation to timely pay fringe benefit contributions
19 and other amounts to Plaintiffs. Plaintiffs are informed and believe, and thereon
20 allege, that there is due and payable from Defendant the fringe benefit contributions
21 and other amounts set forth in paragraphs 17 through 21, above.

22 35. Plaintiffs are informed and believe, and thereon allege, that Defendant
23 failed to timely cure its violation, and has since continued to violate its statutory
24 obligations.

25 36. Plaintiffs are informed and believe, and thereon allege, that there is no
26 pending unsatisfied condition subsequent or legal excuse for Defendant’s violation of
27 §515 of ERISA [29 U.S.C. §1145].

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37. Pursuant to §502(g)(2) of ERISA [29 U.S.C. §1132(g)(2)], in any action by a fiduciary in which judgment is found in favor of the Plan, the Court shall award the Plan: (i) the unpaid contributions, (ii) interest on the unpaid contributions, (iii) an amount equal to the greater of, (a) interest on the unpaid contributions or (b) liquidated damages provided for under the Plan in an amount not in excess of 20% (or such higher percentage as may be permitted under federal or state law) of the amount determined by the Court to be unpaid contributions, (iv) reasonable attorneys' fees and costs, and (v) such other legal or equitable relief as the Court deems appropriate. For purposes of §502(g)(2) of ERISA [29 U.S.C. §1132(g)(2)], interest on unpaid contributions shall be determined by using the rate provided under the Plan or, if none, the rate prescribed under §6621 of the Internal Revenue Code of 1986, as amended, 26 U.S.C. §6621. The exact amount of the unpaid contributions, benefits, withholdings, damages, reasonable attorneys' fees, court costs, interest, liquidated damages and other expenses allowed by federal statute and owed to Plaintiffs by Defendant has not been ascertained at this time. These amounts shall be established by proof at the time of trial.

38. As part of Plaintiffs' judgment, Plaintiffs shall also request the relief set forth in paragraphs 29 through 30, inclusive of sub-paragraphs, above.

PRAAYER

WHEREFORE, the Plaintiffs pray for judgment as follows:

1. For unpaid fringe benefit contributions totaling at least **\$47,892.64**, plus additional amounts as proved;
2. For liquidated damages in amounts as proved;
3. For interest at the applicable rate on all amounts due from their respective due dates and thereafter post-judgment in amounts as proved;
4. For reasonable attorneys' fees in amounts as proved;
5. For costs of suit incurred herein in amounts as proved;

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1 6. For such additional relief as this Court deems just and proper, including,
2 but not limited to, the following:

3 6.1 An Order directing Defendant, its representatives, agents and
4 associates, to provide a full and complete accounting for, and tracing the use of, all
5 unpaid amounts owed pursuant to the Master Agreements and Trust Agreements, and
6 identify all property, real or personal, tangible or intangible, that are the profits from
7 the unpaid sums due, whether in whole or in part, of the use of any unpaid amounts
8 owed;

9 6.2. An Order directing Defendant, its representatives, agents and
10 associates, to post and deliver either a good faith deposit, or a performance bond
11 issued in favor of the Plaintiffs, in an amount determined by the Court to be
12 appropriate;

13 6.3. An Order for the creation of a constructive trust in favor of the
14 Plaintiffs on all applicable property of Defendant, up to the full amount found due by
15 Defendant to Plaintiffs, and an Order for the transfer of the applicable property to the
16 Plaintiffs; and

17 6.4. An Order directing Defendant, its representatives, agents and
18 associates, to pay to the Plaintiffs all amounts due the Plaintiffs, including, but not
19 limited to, the unpaid contributions, benefits, withholdings, damages, legal fees, and
20 other expenses and damages incurred.

21 7. For injunctive relief, including but not limited to a temporary restraining
22 order, preliminary injunction and/or permanent injunction:

23 7.1 Ordering Defendant to submit the required monthly contribution
24 reports and remit the appropriate fringe benefit contributions and other amounts due to
25 the Plaintiffs on an ongoing basis;

26 7.2 Enjoining Defendant from continuing to violate its duties under
27 ERISA (by failing to submit the required monthly contribution reports and remit the
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1 appropriate fringe benefit contributions and other amounts due to the Plaintiffs on an
2 ongoing basis); and

3 7.3. Enjoining Defendant from employing employees covered under
4 the Master Agreements and related Trust Agreements without properly reporting and
5 making the required payments to the Plaintiffs.

6
7 Dated: October 2, 2023

Respectfully Submitted,

8 **LAQUER URBAN CLIFFORD & HODGE LLP**

9 By: /s/ - Andrew Quinn Thompson

10 Andrew Q. Thompson, Counsel for Plaintiffs,
11 Trustees of the Southern California IBEW-NECA
12 Pension Plan, et al.

13
14 **WAIVER OF JURY TRIAL**

15 Plaintiffs hereby waive a jury trial in this action.

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17 Dated: October 2, 2023

LAQUER URBAN CLIFFORD & HODGE LLP

18 By: /s/ - Andrew Quinn Thompson

19 Andrew Q. Thompson, Counsel for Plaintiffs,
20 Trustees of the Southern California IBEW-NECA
21 Pension Plan, et al.